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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

September 30, 2002

RECORDATION NO. 24143 FILED

SEP 30 '02 4-22 PM

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

SURFACE TRANSPORTATION BOARD

Re: Rohm and Haas Company, Lessee

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of September 27, 2002, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller:	General Electric Railcar Services Corporation 33 West Monroe Street Chicago, Illinois 60603
Buyer:	C. I. T. Leasing Corporation 1211 Avenue of the Americas New York, New York 10036

Mr. Vernon A. Williams  
September 30, 2002  
Page 2

A description of the railroad equipment covered by the enclosed document is:

246 tank railcars NATX 82000 - NATX 82249, but not including NATX 82069, NATX 82112, NATX 82129 and NATX 82209.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 24143 FILED

SEP 30 '02 4-22 PM

SURFACE TRANSPORTATION BOARD

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
(Rohm and Haas Company)

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 27, 2002 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and C.I.T. Leasing Corporation, a Delaware corporation (the "Buyer").

**RECITALS**

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of September 27, 2002 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

**AGREEMENT**

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.
2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Operative Agreements as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.
3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.
4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this

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Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale in the form of Exhibit I hereto.

**Closing Date:** the date of the Bill of Sale.

**Equipment:** the units of equipment listed on Schedule 1 hereto.

**Lease:** Rider No. 79 to Car Leasing Agreement No. 7551-2, dated January 5, 1996 between the Seller and the Lessee (incorporating Standard Full Service Railcar Lease, dated May 22, 1995, between the Seller and the Lessee, as amended by Amendment No. 1 to Car Leasing Agreement No. 7551-02, dated March 21, 1996, between the Seller and the Lessee).

**Lessee:** Rohm and Haas Company.

**Operative Agreements:** the Lease.

**Ownership Interest:** the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments:** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices:** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 10.5 of the Purchase Agreement.

7. **Headings:** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts:** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law:** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of New York, without giving effect to its conflict of law rules (other than Section 5-1401 of the New York General Obligations Law).

10. **Entire Agreement:** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. **Recordation.** The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**C.I.T. LEASING CORPORATION**

By: Nancy A. Nardella  
Name: NANCY A. NARDELLA  
Title: Vice President

Assignment and Assumption Agreement  
(Rohm and Haas Company)

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto  
as of the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES  
CORPORATION**

By: Barry J. Nohally  
Name: Barry J. Nohally  
Title: Vice President

**C.I.T. LEASING CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignment and Assumption Agreement  
(Rohm and Haas Company)

State of New York )  
 )  
County of New York )

On this, the 27<sup>th</sup> day September, 2002, before me, a Notary Public in and for said County and State, personally appeared HARRY MARDELLA, a V.P. of C.I.T. Leasing Corporation, who acknowledged himself to be a duly authorized officer of C.I.T. Leasing Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Barbara J. GARNER  
Name: Barbara J. GARNER  
Notary Public, State of New York  
No. 03645065122  
Notary Public, Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires Sept. 3, 2006  
My Commission Expires:  
Residing in: Nassau County

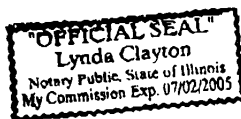
Assignment and Assumption Agreement  
(Rohm and Haas Company)



State of Illinois  
County of Cook

On this, the 26<sup>th</sup> day of September, 2002, before me, a Notary Public in and for said County and State, personally appeared Barry G. Nohalyk, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: Lynda Clayton  
Notary Public  
My Commission Expires: 07/02/2005  
Residing in: Chicago, IL

Assignment and Assumption Agreement  
(Rohm and Haas Company)

**EXHIBIT I  
TO ASSIGNMENT AND ASSUMPTION AGREEMENT  
FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to C.I.T. Leasing Corporation ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto (the "Equipment"), subject to the terms and conditions of the Purchase Agreement, dated as of September \_\_, 2002 (the "Purchase Agreement"), between Seller and Buyer, and the Assignment and Assumption Agreement, dated September \_\_, 2002 (the "Assignment"), between Seller and Buyer.

Seller represents and warrants to Buyer that at the time of delivery of the Equipment, Seller had legal title thereto and good and lawful right to sell the Equipment, and the Equipment was free and clear of all Liens (as defined in the Purchase Agreement), by, through or under Seller, other than those Liens that the Lessee (as defined in the Assignment) is permitted to have or is obligated under the Lease (as defined in the Assignment) to remove.

General Electric Railcar Services Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Schedule 1**  
**to**  
**Assignment and Assumption Agreement**  
**(units of Equipment)**

1-01039# 3E

Schedule 1

Lessee	AAR Reporting Mark	Description
ROHM AND HAAS COMPANY	NATX 82000	Tank Car
ROHM AND HAAS COMPANY	NATX 82001	Tank Car
ROHM AND HAAS COMPANY	NATX 82002	Tank Car
ROHM AND HAAS COMPANY	NATX 82003	Tank Car
ROHM AND HAAS COMPANY	NATX 82004	Tank Car
ROHM AND HAAS COMPANY	NATX 82005	Tank Car
ROHM AND HAAS COMPANY	NATX 82006	Tank Car
ROHM AND HAAS COMPANY	NATX 82007	Tank Car
ROHM AND HAAS COMPANY	NATX 82008	Tank Car
ROHM AND HAAS COMPANY	NATX 82009	Tank Car
ROHM AND HAAS COMPANY	NATX 82010	Tank Car
ROHM AND HAAS COMPANY	NATX 82011	Tank Car
ROHM AND HAAS COMPANY	NATX 82012	Tank Car
ROHM AND HAAS COMPANY	NATX 82013	Tank Car
ROHM AND HAAS COMPANY	NATX 82014	Tank Car
ROHM AND HAAS COMPANY	NATX 82015	Tank Car
ROHM AND HAAS COMPANY	NATX 82016	Tank Car
ROHM AND HAAS COMPANY	NATX 82017	Tank Car
ROHM AND HAAS COMPANY	NATX 82018	Tank Car
ROHM AND HAAS COMPANY	NATX 82019	Tank Car
ROHM AND HAAS COMPANY	NATX 82020	Tank Car
ROHM AND HAAS COMPANY	NATX 82021	Tank Car
ROHM AND HAAS COMPANY	NATX 82022	Tank Car
ROHM AND HAAS COMPANY	NATX 82023	Tank Car
ROHM AND HAAS COMPANY	NATX 82024	Tank Car
ROHM AND HAAS COMPANY	NATX 82025	Tank Car
ROHM AND HAAS COMPANY	NATX 82026	Tank Car
ROHM AND HAAS COMPANY	NATX 82027	Tank Car
ROHM AND HAAS COMPANY	NATX 82028	Tank Car
ROHM AND HAAS COMPANY	NATX 82029	Tank Car
ROHM AND HAAS COMPANY	NATX 82030	Tank Car
ROHM AND HAAS COMPANY	NATX 82031	Tank Car
ROHM AND HAAS COMPANY	NATX 82032	Tank Car
ROHM AND HAAS COMPANY	NATX 82033	Tank Car
ROHM AND HAAS COMPANY	NATX 82034	Tank Car
ROHM AND HAAS COMPANY	NATX 82035	Tank Car
ROHM AND HAAS COMPANY	NATX 82036	Tank Car
ROHM AND HAAS COMPANY	NATX 82037	Tank Car
ROHM AND HAAS COMPANY	NATX 82038	Tank Car
ROHM AND HAAS COMPANY	NATX 82039	Tank Car
ROHM AND HAAS COMPANY	NATX 82040	Tank Car
ROHM AND HAAS COMPANY	NATX 82041	Tank Car
ROHM AND HAAS COMPANY	NATX 82042	Tank Car
ROHM AND HAAS COMPANY	NATX 82043	Tank Car
ROHM AND HAAS COMPANY	NATX 82044	Tank Car
ROHM AND HAAS COMPANY	NATX 82045	Tank Car
ROHM AND HAAS COMPANY	NATX 82046	Tank Car
ROHM AND HAAS COMPANY	NATX 82047	Tank Car
ROHM AND HAAS COMPANY	NATX 82048	Tank Car
ROHM AND HAAS COMPANY	NATX 82049	Tank Car
ROHM AND HAAS COMPANY	NATX 82050	Tank Car
ROHM AND HAAS COMPANY	NATX 82051	Tank Car
ROHM AND HAAS COMPANY	NATX 82052	Tank Car
ROHM AND HAAS COMPANY	NATX 82053	Tank Car

02021

SCHNADER HARRISON  
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SF #695069# 2

08/27/02 15:05 FAX 12128728788

**Schedule 1**

Lessee	AAR Reporting Mark		Description
ROHM AND HAAS COMPANY	NATX	82054	Tank Car
ROHM AND HAAS COMPANY	NATX	82055	Tank Car
ROHM AND HAAS COMPANY	NATX	82056	Tank Car
ROHM AND HAAS COMPANY	NATX	82057	Tank Car
ROHM AND HAAS COMPANY	NATX	82058	Tank Car
ROHM AND HAAS COMPANY	NATX	82059	Tank Car
ROHM AND HAAS COMPANY	NATX	82060	Tank Car
ROHM AND HAAS COMPANY	NATX	82061	Tank Car
ROHM AND HAAS COMPANY	NATX	82062	Tank Car
ROHM AND HAAS COMPANY	NATX	82063	Tank Car
ROHM AND HAAS COMPANY	NATX	82064	Tank Car
ROHM AND HAAS COMPANY	NATX	82065	Tank Car
ROHM AND HAAS COMPANY	NATX	82066	Tank Car
ROHM AND HAAS COMPANY	NATX	82067	Tank Car
ROHM AND HAAS COMPANY	NATX	82068	Tank Car
ROHM AND HAAS COMPANY	NATX	82070	Tank Car
ROHM AND HAAS COMPANY	NATX	82071	Tank Car
ROHM AND HAAS COMPANY	NATX	82072	Tank Car
ROHM AND HAAS COMPANY	NATX	82073	Tank Car
ROHM AND HAAS COMPANY	NATX	82074	Tank Car
ROHM AND HAAS COMPANY	NATX	82075	Tank Car
ROHM AND HAAS COMPANY	NATX	82076	Tank Car
ROHM AND HAAS COMPANY	NATX	82077	Tank Car
ROHM AND HAAS COMPANY	NATX	82078	Tank Car
ROHM AND HAAS COMPANY	NATX	82079	Tank Car
ROHM AND HAAS COMPANY	NATX	82080	Tank Car
ROHM AND HAAS COMPANY	NATX	82081	Tank Car
ROHM AND HAAS COMPANY	NATX	82082	Tank Car
ROHM AND HAAS COMPANY	NATX	82083	Tank Car
ROHM AND HAAS COMPANY	NATX	82084	Tank Car
ROHM AND HAAS COMPANY	NATX	82085	Tank Car
ROHM AND HAAS COMPANY	NATX	82086	Tank Car
ROHM AND HAAS COMPANY	NATX	82087	Tank Car
ROHM AND HAAS COMPANY	NATX	82088	Tank Car
ROHM AND HAAS COMPANY	NATX	82089	Tank Car
ROHM AND HAAS COMPANY	NATX	82090	Tank Car
ROHM AND HAAS COMPANY	NATX	82091	Tank Car
ROHM AND HAAS COMPANY	NATX	82092	Tank Car
ROHM AND HAAS COMPANY	NATX	82093	Tank Car
ROHM AND HAAS COMPANY	NATX	82094	Tank Car
ROHM AND HAAS COMPANY	NATX	82095	Tank Car
ROHM AND HAAS COMPANY	NATX	82096	Tank Car
ROHM AND HAAS COMPANY	NATX	82097	Tank Car
ROHM AND HAAS COMPANY	NATX	82098	Tank Car
ROHM AND HAAS COMPANY	NATX	82099	Tank Car
ROHM AND HAAS COMPANY	NATX	82100	Tank Car
ROHM AND HAAS COMPANY	NATX	82101	Tank Car
ROHM AND HAAS COMPANY	NATX	82102	Tank Car
ROHM AND HAAS COMPANY	NATX	82103	Tank Car
ROHM AND HAAS COMPANY	NATX	82104	Tank Car
ROHM AND HAAS COMPANY	NATX	82105	Tank Car
ROHM AND HAAS COMPANY	NATX	82106	Tank Car
ROHM AND HAAS COMPANY	NATX	82107	Tank Car
ROHM AND HAAS COMPANY	NATX	82108	Tank Car

**Schedule 1**

Lessee	AAR Reporting Mark		Description
ROHM AND HAAS COMPANY	NATX	82109	Tank Car
ROHM AND HAAS COMPANY	NATX	82110	Tank Car
ROHM AND HAAS COMPANY	NATX	82111	Tank Car
ROHM AND HAAS COMPANY	NATX	82113	Tank Car
ROHM AND HAAS COMPANY	NATX	82114	Tank Car
ROHM AND HAAS COMPANY	NATX	82115	Tank Car
ROHM AND HAAS COMPANY	NATX	82116	Tank Car
ROHM AND HAAS COMPANY	NATX	82117	Tank Car
ROHM AND HAAS COMPANY	NATX	82118	Tank Car
ROHM AND HAAS COMPANY	NATX	82119	Tank Car
ROHM AND HAAS COMPANY	NATX	82120	Tank Car
ROHM AND HAAS COMPANY	NATX	82121	Tank Car
ROHM AND HAAS COMPANY	NATX	82122	Tank Car
ROHM AND HAAS COMPANY	NATX	82123	Tank Car
ROHM AND HAAS COMPANY	NATX	82124	Tank Car
ROHM AND HAAS COMPANY	NATX	82125	Tank Car
ROHM AND HAAS COMPANY	NATX	82126	Tank Car
ROHM AND HAAS COMPANY	NATX	82127	Tank Car
ROHM AND HAAS COMPANY	NATX	82128	Tank Car
ROHM AND HAAS COMPANY	NATX	82130	Tank Car
ROHM AND HAAS COMPANY	NATX	82131	Tank Car
ROHM AND HAAS COMPANY	NATX	82132	Tank Car
ROHM AND HAAS COMPANY	NATX	82133	Tank Car
ROHM AND HAAS COMPANY	NATX	82134	Tank Car
ROHM AND HAAS COMPANY	NATX	82135	Tank Car
ROHM AND HAAS COMPANY	NATX	82136	Tank Car
ROHM AND HAAS COMPANY	NATX	82137	Tank Car
ROHM AND HAAS COMPANY	NATX	82138	Tank Car
ROHM AND HAAS COMPANY	NATX	82139	Tank Car
ROHM AND HAAS COMPANY	NATX	82140	Tank Car
ROHM AND HAAS COMPANY	NATX	82141	Tank Car
ROHM AND HAAS COMPANY	NATX	82142	Tank Car
ROHM AND HAAS COMPANY	NATX	82143	Tank Car
ROHM AND HAAS COMPANY	NATX	82144	Tank Car
ROHM AND HAAS COMPANY	NATX	82145	Tank Car
ROHM AND HAAS COMPANY	NATX	82146	Tank Car
ROHM AND HAAS COMPANY	NATX	82147	Tank Car
ROHM AND HAAS COMPANY	NATX	82148	Tank Car
ROHM AND HAAS COMPANY	NATX	82149	Tank Car
ROHM AND HAAS COMPANY	NATX	82150	Tank Car
ROHM AND HAAS COMPANY	NATX	82151	Tank Car
ROHM AND HAAS COMPANY	NATX	82152	Tank Car
ROHM AND HAAS COMPANY	NATX	82153	Tank Car
ROHM AND HAAS COMPANY	NATX	82154	Tank Car
ROHM AND HAAS COMPANY	NATX	82155	Tank Car
ROHM AND HAAS COMPANY	NATX	82156	Tank Car
ROHM AND HAAS COMPANY	NATX	82157	Tank Car
ROHM AND HAAS COMPANY	NATX	82158	Tank Car
ROHM AND HAAS COMPANY	NATX	82159	Tank Car
ROHM AND HAAS COMPANY	NATX	82160	Tank Car
ROHM AND HAAS COMPANY	NATX	82161	Tank Car
ROHM AND HAAS COMPANY	NATX	82162	Tank Car
ROHM AND HAAS COMPANY	NATX	82163	Tank Car
ROHM AND HAAS COMPANY	NATX	82164	Tank Car

Schedule 1

Lessee

Lessee	AAR Reporting Mark	Description
ROHM AND HAAS COMPANY	NATX 82165	Tank Car
ROHM AND HAAS COMPANY	NATX 82166	Tank Car
ROHM AND HAAS COMPANY	NATX 82167	Tank Car
ROHM AND HAAS COMPANY	NATX 82168	Tank Car
ROHM AND HAAS COMPANY	NATX 82169	Tank Car
ROHM AND HAAS COMPANY	NATX 82170	Tank Car
ROHM AND HAAS COMPANY	NATX 82171	Tank Car
ROHM AND HAAS COMPANY	NATX 82172	Tank Car
ROHM AND HAAS COMPANY	NATX 82173	Tank Car
ROHM AND HAAS COMPANY	NATX 82174	Tank Car
ROHM AND HAAS COMPANY	NATX 82175	Tank Car
ROHM AND HAAS COMPANY	NATX 82176	Tank Car
ROHM AND HAAS COMPANY	NATX 82177	Tank Car
ROHM AND HAAS COMPANY	NATX 82178	Tank Car
ROHM AND HAAS COMPANY	NATX 82179	Tank Car
ROHM AND HAAS COMPANY	NATX 82180	Tank Car
ROHM AND HAAS COMPANY	NATX 82181	Tank Car
ROHM AND HAAS COMPANY	NATX 82182	Tank Car
ROHM AND HAAS COMPANY	NATX 82183	Tank Car
ROHM AND HAAS COMPANY	NATX 82184	Tank Car
ROHM AND HAAS COMPANY	NATX 82185	Tank Car
ROHM AND HAAS COMPANY	NATX 82186	Tank Car
ROHM AND HAAS COMPANY	NATX 82187	Tank Car
ROHM AND HAAS COMPANY	NATX 82188	Tank Car
ROHM AND HAAS COMPANY	NATX 82189	Tank Car
ROHM AND HAAS COMPANY	NATX 82190	Tank Car
ROHM AND HAAS COMPANY	NATX 82191	Tank Car
ROHM AND HAAS COMPANY	NATX 82192	Tank Car
ROHM AND HAAS COMPANY	NATX 82193	Tank Car
ROHM AND HAAS COMPANY	NATX 82194	Tank Car
ROHM AND HAAS COMPANY	NATX 82195	Tank Car
ROHM AND HAAS COMPANY	NATX 82196	Tank Car
ROHM AND HAAS COMPANY	NATX 82197	Tank Car
ROHM AND HAAS COMPANY	NATX 82198	Tank Car
ROHM AND HAAS COMPANY	NATX 82199	Tank Car
ROHM AND HAAS COMPANY	NATX 82200	Tank Car
ROHM AND HAAS COMPANY	NATX 82201	Tank Car
ROHM AND HAAS COMPANY	NATX 82202	Tank Car
ROHM AND HAAS COMPANY	NATX 82203	Tank Car
ROHM AND HAAS COMPANY	NATX 82204	Tank Car
ROHM AND HAAS COMPANY	NATX 82205	Tank Car
ROHM AND HAAS COMPANY	NATX 82206	Tank Car
ROHM AND HAAS COMPANY	NATX 82207	Tank Car
ROHM AND HAAS COMPANY	NATX 82208	Tank Car
ROHM AND HAAS COMPANY	NATX 82210	Tank Car
ROHM AND HAAS COMPANY	NATX 82211	Tank Car
ROHM AND HAAS COMPANY	NATX 82212	Tank Car
ROHM AND HAAS COMPANY	NATX 82213	Tank Car
ROHM AND HAAS COMPANY	NATX 82214	Tank Car
ROHM AND HAAS COMPANY	NATX 82215	Tank Car
ROHM AND HAAS COMPANY	NATX 82216	Tank Car
ROHM AND HAAS COMPANY	NATX 82217	Tank Car
ROHM AND HAAS COMPANY	NATX 82218	Tank Car
ROHM AND HAAS COMPANY	NATX 82219	Tank Car

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SCHNADER HARRISON  
FAR

SF 695069# 55

08/27/02 15:38 FAX 12129728798

**Schedule 1**

Lessee	AAR Reporting Mark		Description
ROHM AND HAAS COMPANY	NATX	82220	Tank Car
ROHM AND HAAS COMPANY	NATX	82221	Tank Car
ROHM AND HAAS COMPANY	NATX	82222	Tank Car
ROHM AND HAAS COMPANY	NATX	82223	Tank Car
ROHM AND HAAS COMPANY	NATX	82224	Tank Car
ROHM AND HAAS COMPANY	NATX	82225	Tank Car
ROHM AND HAAS COMPANY	NATX	82226	Tank Car
ROHM AND HAAS COMPANY	NATX	82227	Tank Car
ROHM AND HAAS COMPANY	NATX	82228	Tank Car
ROHM AND HAAS COMPANY	NATX	82229	Tank Car
ROHM AND HAAS COMPANY	NATX	82230	Tank Car
ROHM AND HAAS COMPANY	NATX	82231	Tank Car
ROHM AND HAAS COMPANY	NATX	82232	Tank Car
ROHM AND HAAS COMPANY	NATX	82233	Tank Car
ROHM AND HAAS COMPANY	NATX	82234	Tank Car
ROHM AND HAAS COMPANY	NATX	82235	Tank Car
ROHM AND HAAS COMPANY	NATX	82236	Tank Car
ROHM AND HAAS COMPANY	NATX	82237	Tank Car
ROHM AND HAAS COMPANY	NATX	82238	Tank Car
ROHM AND HAAS COMPANY	NATX	82239	Tank Car
ROHM AND HAAS COMPANY	NATX	82240	Tank Car
ROHM AND HAAS COMPANY	NATX	82241	Tank Car
ROHM AND HAAS COMPANY	NATX	82242	Tank Car
ROHM AND HAAS COMPANY	NATX	82243	Tank Car
ROHM AND HAAS COMPANY	NATX	82244	Tank Car
ROHM AND HAAS COMPANY	NATX	82245	Tank Car
ROHM AND HAAS COMPANY	NATX	82246	Tank Car
ROHM AND HAAS COMPANY	NATX	82247	Tank Car
ROHM AND HAAS COMPANY	NATX	82248	Tank Car
ROHM AND HAAS COMPANY	NATX	82249	Tank Car



**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy of an Assignment and Assumption Agreement with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: September 30, 2002

Ed M Luria

Edward M. Luria